

**DEPARTMENT OF TRANSPORTATION**

ESC/OE MS #43  
1727 30TH Street, 2ND Floor  
Sacramento, CA 95816



September 29, 2000

11-SD-125-19.0/21.3  
11-010734

Addendum No. 4

Dear Contractor:

This addendum is being issued to the contract for construction on State highway in SAN DIEGO COUNTY IN SAN DIEGO, LA MESA, EL CAJON AND SANTEE FROM 0.3 MILE NORTH OF AMAYA DRIVE OVERCROSSING TO 0.7 MILE SOUTH OF PROSPECT AVENUE UNDERCROSSING.

Submit bids for this work with the understanding and full consideration of this addendum. The revisions declared in this addendum are an essential part of the contract.

Bids for this work will be opened on October 12, 2000.

This addendum is being issued to revise the Special Provisions, and the Proposal and Contract.

In the Special Provisions, Section 3, "AWARD AND EXECUTION OF CONTRACT," the following paragraphs are added:

Section 3-1.03, "EXECUTION OF CONTRACT," of the Standard Specifications is amended to read:

**"3-1.03 EXECUTION OF CONTRACT ---** The contract shall be signed by the successful bidder and returned together with the contract bonds, within **4** days, not including Saturdays, Sundays and legal holidays, after the bidder has received the contract for execution."

In the Special Provisions, Section 4, "BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES," the second paragraph is revised as follows:

"The Contractor shall begin work within **5** calendar days after the contract has been approved by the Attorney General or the attorney appointed and authorized to represent the Department of Transportation."

In the Special Provisions, Section 4, "BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES," the third paragraph is revised as follows:

"The work (except plant establishment work) shall be diligently prosecuted to completion before the expiration of 620 WORKING DAYS beginning on the **fifth** calendar day after approval of the contract."

In the Special Provisions, Section 4, "BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES," the fifth paragraph is revised as follows:

"The Contractor shall diligently prosecute all work (including plant establishment) to completion before the expiration of 860 WORKING DAYS beginning on the **fifth** calendar day after approval of the contract."

In the Proposal and Contract, page 2 is revised as attached.

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To Proposal and Contract book holders:

Indicate receipt of this addendum by filling in the number of this addendum in the space provided on the signature page of the proposal.

Submit bids in the Proposal and Contract book you now possess. Holders who have already mailed their book will be contacted to arrange for the return of their book.

Inform subcontractors and suppliers as necessary.

This office is sending this addendum by confirmed facsimile to all book holders to ensure that each receives it.

If you are not a Proposal and Contract book holder, but request a book to bid on this project, you must comply with the requirements of this letter before submitting your bid.

Sincerely,

ORIGINAL SIGNED BY

NICK YAMBAO, Chief  
Office of Plans, Specifications & Estimates  
Division of Office Engineer

Attachment

- A. If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;
- B. (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentagewise the unit price or item total in the Department's Final Estimate of cost.

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular. Likewise if the item total for a lump sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed irregular unless the project being bid has only a single item and a clear, readable total bid is provided.

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals and lump sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cents symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in dollars and/or decimal fractions of a dollar. Bids on lump sum items shall be item totals only; if any unit price for a lump sum item is included in a bid and it differs from the item total, the items total shall prevail.

The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error or other irregularity which may occur in a bid. Any situation not specifically provided for will be determined in the discretion of the Department, and that discretion will be exercised in the manner deemed by the Department to best protect the public interest in the prompt and economical completion of the work. The decision of the Department respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, shall be final.

If this proposal shall be accepted and the undersigned shall fail to enter into the contract and furnish the 2 bonds in the sums required by the State Contract Act, with surety satisfactory to the Department of Transportation, within 4 days, not including Saturdays, Sundays and legal holidays, after the bidder has received notice from the Department that the contract has been awarded, the Department of Transportation may, at its option, determine that the bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null and void and the forfeiture of the security accompanying this proposal shall operate and the same shall be the property of the State of California.

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, or corporation; that he has carefully examined the location of the proposed work, the annexed proposed form of contract, and the plans therein referred to; and he proposes, and agrees if this proposal is accepted, that he will contract with the State of California, in the form of the copy of the contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that he will take in full payment therefor the following prices, to wit: